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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,642	10/16/2001	Peter Melchior	4535/25	7016

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EXAMINER
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ART UNIT	PAPER NUMBER
3691	

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
3 MONTHS	04/03/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

PTOL-90A (Rev. 10/06)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☐ Responsive to communication(s) filed on _____.

2a)☐ This action is **FINAL.** 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1-27</u> is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1-27</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on <u>14 March 2002</u> is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date <u>08/19/2002.</u>

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that

form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless – .
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

1.   Claims 1-27 are rejected under 35 U.S.C. 102(e) as being unpatentable over

Cornelius et al. U.S. Patent No. 7,069,234 (Reference G in attached PTO-892).

2.   As per claim 1, Cornelius et al. teach a computerized system for facilitating

transactions in goods, the system comprising:

means for allowing electronic procurement of a purchase order agreement

between a seller and a buyer and relating to a transaction in one or more goods, and for

electronically storing the purchase order agreement (see Figs 3- 10; where V-trade

system provides means for e-procurement (302) and storage of purchase order

agreements between a seller and a buyer);

means for receiving and storing electronic evidence that the seller has performed

in connection with fulfilling the seller's obligations as defined by the purchase order

agreement (see Fig. 23-25);

means for electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55); and

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines 15-31).

3.   As per claim 2, Cornelius et al. teach a computerized system for facilitating transactions in goods, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement (see Figs 3- 10; where V-trade system provides means for e-procurement (302) and storage of purchase order agreements between a seller and a buyer);

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (see Fig. 23-25);

means for electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more

goods in accordance with the transaction (see Fig. 62, Risk Management (6204);

column 30, lines 44-46; column 28, lines 36-55);

means for electronically evaluating whether the seller has complied with the

seller's obligations as defined by the purchase order agreement (see Fig 31; Column

23, lines 15-31);

means for electronically providing a payment instruction if the seller has been

evaluated to have complied with the seller's obligations as defined by the purchase

order agreement (see Fig 18-20, steps 1808, 1812; where due diligence check is made

prior to authorizing payment to seller by the Bank); and

means for receiving and storing electronic evidence that the buyer has made one

or more payments in connection with fulfilling buyer's obligations as defined by the

purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under

buyer's VTrade line of credit via VTrade Enterprise and reconciles account with

VTrade).

4.   As per claims 3-16 and 20-24, Cornelius et al. teach means for electronically

providing an opportunity for at least one of the seller and the buyer to obtain, through

the system, cargo insurance relating to the one or more goods to insure against risk of

loss in connection with shipment of the one or more goods in accordance with the

transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28,

lines 36-55).

The Examiner notes, shipping options and terms, and details of cargo insurance

is not functionally related to the substrate of the method. Thus, this descriptive material

not distinguish the claimed invention from the prior art in terms of patentability, see *Cf.*

In re Gulack, 703 F.2d 1381 , 1385, 217 USPQ 401 , 404 (Fed. Cir. 1983)., In re Lowry,

32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994).

5.   As per claim 17, Cornelius et al. teach claim 2 as described above. Cornelius et

al. further teach the system comprising

      means for the system evaluating whether a first set of payment guarantee criteria

are met, and means for, if the first set of payment guarantee criteria are evaluated to be

met, the system providing a payment guarantee to the seller to guarantee payment by

the buyer in connection with the purchase order agreement (see Fig. 11-12, 15).

6.   As per claim 18, Cornelius et al. teach claim 17 as described above. Cornelius et

al. further teach the system wherein

      the first set of criteria comprises at least one of a credit exposure of the buyer

being evaluated by the system to be within a specified maximum credit exposure (see

Fig. 11, 12 and 15), and

      the seller being evaluated by the system to have complied with the seller's

obligations as defined by the purchase order agreement (see Fig. 23-25).

7.   As per claim 19, Cornelius et al. teach claim 2 as described above. Cornelius et

al. further teach the system wherein

      the means for electronically evaluating whether the seller has complied with the

seller's obligations as defined by the purchase order agreement comprises means for

electronically evaluating whether the seller has complied with at least a portion of the

seller's obligations as defined by the purchase order agreement (see Fig 31; Column

23, lines 15-31), and wherein

means for electronically providing a payment instruction if the seller has been

evaluated to have complied with the seller's obligations as defined by the purchase

order agreement comprises means for electronically providing a payment instruction if

the seller has been evaluated to have complied with the at least a portion of the seller's

obligations as defined by the purchase order agreement (see Fig 18-20, steps 1808,

1812; where due diligence check is made prior to authorizing payment to seller by the

Bank);.

8.   As per claim 25, Cornelius et al teach a computerized system for facilitating

transactions in goods or services, the system comprising:

means for allowing electronic procurement of a purchase order agreement

between a seller and a buyer and relating to a transaction in one or more goods or

services, and for electronically storing the purchase order agreement (see Figs 3- 10;

where V-trade provides means for e-procurement (302) and storage of purchase order

agreements between a seller and a buyer);

means for receiving and storing electronic evidence that the seller has performed

in connection with fulfilling the seller's obligations as defined by the purchase order

agreement (see Fig. 23-25);

means for electronically providing an opportunity for at least one of the seller and

the buyer to obtain, through the system, cargo insurance relating to the one or more

goods or services to insure against at least one of risk of loss in connection with

shipment of at least one of the one or more goods in accordance with the transaction, and risk of loss in connection with nonperformance of at least one of the one or more services (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55);

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines 15-31);

means for electronically providing a payment instruction if the seller has been . evaluated to have complied with the seller's obligations as defined by the purchase order agreement (see Fig 18-20, steps 1808, 1812; where due diligence check is made prior to authorizing payment to seller by the Bank); and

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade).

9.   As per claim 26, Cornelius et al teach computerized method for facilitating transactions in goods, the method comprising:

allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and electronically storing the purchase order agreement (see Fig. 10);

receiving and storing electronic evidence that the seller has performed in

connection with fulfilling the seller's obligations as defined by the purchase order

agreement (see Fig. 23-25);

electronically providing an opportunity for at least one of the seller and the buyer

to obtain, through the system, cargo insurance relating to the one or more goods to

insure against risk of loss in connection with shipment of the one or more goods in

accordance with the transaction(see Fig. 62, Risk Management (6204); column 30, lines

44-46; column 28, lines 36-55); and

electronically evaluating whether the seller has complied with the seller's

obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines

15-31).

10.   As per claim 27, Cornelius et al. teach a computerized method for facilitating

transactions in goods, the method

allowing electronic procurement of a purchase order agreement between a seller

and a buyer and relating to a transaction in one or more goods, and electronically

storing the purchase order agreement (see Fig. 10);

receiving and storing electronic evidence that the seller has performed in

connection with fulfilling the seller's obligations as defined by the purchase order

agreement (see Fig. 23-25);

electronically providing an opportunity for at least one of the seller and the buyer

to obtain, through the system, cargo insurance relating to the one or more goods to

insure against risk of loss in connection with shipment of the one or more goods in

accordance with the transaction (see Fig. 62, Risk Management (6204); column 30,

lines 44-46; column 28, lines 36-55);

electronically evaluating whether the seller has complied with the seller's

obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines

15-31);

electronically providing a payment instruction if the seller has been evaluated to

have complied with the seller's obligations as defined by the purchase order agreement

(see Fig 18-20, steps 1808, 1812; where due diligence check is made prior to

authorizing payment to seller by the Bank); and

receiving and storing electronic evidence that the buyer has made one or more

payments in connection with fulfilling buyer's obligations as defined by the purchase

order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's

VTrade line of credit via VTrade Enterprise and reconciles account with VTrade).

Double Patenting

The nonstatutory double patenting rejection is based on a judicially created
doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the
unjustified or improper timewise extension of the "right to exclude" granted by a patent
and to prevent possible harassment by multiple assignees. A nonstatutory
obviousness-type double patenting rejection is appropriate where the conflicting claims
are not identical, but at least one examined application claim is not patentably distinct
from the reference claim(s) because the examined application claim is either anticipated
by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140
F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29
USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir.
1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422
F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163
USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

11.   Claims 1, 2, 17-19, and 25-27 are provisionally rejected on the ground of

nonstatutory double patenting over claims 1, 4, 11-15, 17-20, 22 and 23 of copending

Application No. 09/981626; claims 1-3, 19-21, and 34-37 of copending Application No.

09/981645; and claims 1, 5, 21-23, 26, and 29 of copending Application No. 09/981637.

This is a provisional double patenting rejection since the conflicting claims have not yet

been patented.

The subject matter claimed in the instant application is fully disclosed in the

referenced copending application and would be covered by any patent granted on that

copending application since the referenced copending application and the instant

application are claiming common subject matter, as follows:

means for allowing electronic procurement of a purchase order agreement

between a seller and a buyer and relating to a transaction in one or more goods, and for

electronically storing the purchase order agreement;

means for receiving and storing electronic evidence that the seller has performed

in connection with fulfilling the seller's obligations as defined by the purchase order

agreement;

means for electronically evaluating whether the seller has complied with the

seller's obligations as defined by the purchase order agreement;

means for the system evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement;

the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement;

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement; and

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement.

Furthermore, there is no apparent reason why applicant would be prevented from presenting claims corresponding to those of the instant application in the other copending application. See *In re Schneller*, 397 F.2d 350, 158 USPQ 210 (CCPA 1968). See also MPEP § 804.

12.   The prior art made of record and not relied upon is considered pertinent to

applicant's disclosures. The following are pertinent to current invention, though not

relied upon:

Conklin et al. (U.S. Patent No. 6,141,653) teach system for interactive

multivariate negotiations over a network.

Giovannoli (U.S. Patent No. 5,842,178) teaches computerized quotation system

and method.

Harrel et al. (U.S. Pub No. 2002/0156656) teach method for selling marine cargo

insurance in a network environment.

Huffman (U.S. Patent No. 5,870,711) teaches method and system for

management of cargo claims.

Leonard, Adrian ((Journal of Commerce, Nov 4, 1998) teaches cargo insurance

offered by Lloyd's via Internet.

Lerner (U.S. Pub No. 2002/0120555) teaches system and method for physicals

commodity trading.

Tarnef, Barry (Risk management, Sep, 1993) teaches safeguarding shipments

when going global.

Wong (U.S. Patent No. 6,115,690) integrated business-to-business web

commerce and business automation system.

Any inquiry concerning this communication or earlier communications from the

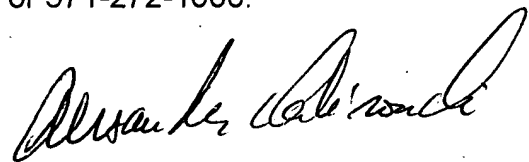examiner should be directed to Bijendra K. Shrestha whose telephone number is

(571)270-1374. The examiner can normally be reached on 7:00AM-4:30PM (Monday-

Friday); 2nd Friday OFF.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Alexander Kalinowski can be reached on (571) 272-6771. The fax phone

number for the organization where this application or proceeding is assigned is 571-

273-8300.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

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BKS

ALEXANDER KALINOWSKI
SUPERVISORY PATENT EXAMINER